

FEBRUARY 28, 2005

~~FEBRUARY 28, 2003~~

~~FEBRUARY 28, 2002~~

CONTRACT PERIOD THROUGH FEBRUARY 28, 2001

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **INMATE CRISIS COUNSELING**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by the Board of Supervisors on **February 17, 2000**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SF/mm
Attach

Copy to: Clerk of the Board
Thelda Williams, MCSO
Stephen Krausnick, MCSO
Sharon Tohtsoni, Materials Management

SPECIFICATIONS ON CALL FOR BID FOR: INMATE CRISIS COUNSELING

1.0 INTENT:

The intent of this solicitation is to provide individual and group therapy services for referrals from the Alpha Program staff with the Maricopa County Sheriff's Office (MCSO) Inmate Program Division participants. The program must be developed to the satisfaction of the MCSO and meet all the criteria as contained in the bid specification.

2.0 STATEMENT OF WORK:

2.1 CRISIS COUNSELING:

2.1.1 QUALIFICATIONS:

- 2.1.1.1 Facilitators providing direct services (client contact) must possess a master's degree in the field of human services (e.g. Counseling, Psychology, Social Work, or related field), or must receive clinical supervision from a Ph.D. level or Masters level prepared supervisor. The counselors providing direct services must be state certified Counselors or eligible for certification. A minimum of one available bi-lingual counselor is required.
- 2.1.1.2 Facilitators must possess professional certificates in counseling to be eligible or certification. Criteria for eligibility for certification can be obtained from Board of Behavioral Health Examiners, phone # 542-1882.
- 2.1.1.3 In addition, facilitators should have a minimum of two year's experience or at least 2,000 hours in education or counseling. The facilitator must be experienced in delivering anger management, stress management and impulse control therapy. This experience should include the facilitation of educational/didactic groups for criminal offenders in a secure care facility.
- 2.1.1.4 The agency and counselors must have a minimum of one year's experience providing group therapy to adult and adolescent jail inmates.
- 2.1.1.5 Selected agencies without a current license will have 120 days to obtain license or be declared non-responsive.

2.1.2 CREDENTIALS VERIFICATION:

- 2.1.2.1 Each applicant must submit copies of resumes and certificates of counseling expertise and college degrees for each person who will be providing direct services to ALPHA Program referrals. Resumes must include both education and related work experience. Resumes for staff providing direct and/or supervisory services are to be included with the bid as an attachment. (Include resumes and copies of certifications in "Other Data" section of the proposal).
- 2.1.2.2 Employees of the Provider who have contact with probationers and/or records under the supervision or jurisdiction of the MCSO pursuant to this contract must submit to a security clearance and background check by MCSO. This background investigation will be completed immediately upon employment with the Provider. The background check may include a criminal records check. Background check will be carried out by MCSO after opening of the bid and at the cost of the county. The background check includes a security class. The jail entry badges will be created at this time also.
- 2.1.2.3 The Provider will obtain a signed background check release form from employees who have contact with inmates and/or records under the supervision or jurisdiction of MCSO pursuant to this contract. The Provider shall provide the signed background check release form to MCSO

immediately upon employment so that a background check can be completed by MCSO. Typically, two to three weeks will be needed by MCSO to complete each background check, although MCSO cannot guarantee a specific time frame. Persons who are employed by the Provider pursuant to this contract shall not have contact with inmates or records as stated above until MCSO has completed the background investigation and has cleared the person for such contact.

2.1.2.4 The decision of the MCSO as to the eligibility of the employee for contact with inmates or records as stated above is final and is not appealable. Pursuant to state law, the information derived from the background check cannot be divulged to the Provider, the employee or any other unauthorized party.

2.1.2.5 Contractors are to notify MCSO of any and all material changes to personnel and program content related to the service contract. Notification for content changes must be made in advance of implementation and receive approval by identified MCSO personnel prior to implementation. Notification of staff changes must be made within 48 hours of predicted or actualized change(s).

2.1.3 PARAMETERS:

2.1.3.1 Clients will be referred by the MCSO Inmate Programs Division Alpha staff.

2.1.3.2 There are three levels of potential clients involved in this bid specification. The first is comprised of Juvenile males between the ages of 12 and 18. The next is comprised of adult females and the last one is comprised of adult males. These are individual or group sessions as referred by the Alpha staff in selected jail facilities.

2.1.3.3 Proposers may submit for Adult Males Only, Adult Females Only, and/or Juvenile Males only, as each may be awarded separately.

2.1.3.4 Providers are to facilitate crisis on-call services. Gender specific and bilingual counseling/therapy is preferred. A substitute facilitator is prohibited for the term of the contract.

2.1.4 SERVICES:

Each applicant shall provide a proposal for services that includes methods to:

2.1.4.1 Facilitate a learning environment whereby clients are:

Provided an objective presentation of goals, objectives & contrasting behavior and/or attitudes;
Presented with behavioral and employment strategies to challenge current thinking and behaviors;
Assisted in developing their own ambivalence & discrepancy regarding change factors;
and
Taught skills to enhance self-efficacy necessary to make initial commitments to change, control behaviors, seek and retain employment.

2.1.4.1 Report objective counseling and training services provided to referred client to appropriate Alpha staff to identify personal crisis issues, resistances, barriers, and challenges to change.

- 2.1.4.2 Aid in reducing recidivism, by teaching inmates how to control anger and stress, recover from chemical addiction, discontinue anti-social behaviors including domestic violence, and make positive, responsible choices.
- 2.1.4.3 Re-assess through activity that measures change in offender's amenability and/or commitment to the outpatient treatment process.
- 2.1.4.4 Prepare for discharge summaries with recommendations are sent to MCSO ALPHA/Education Section staff and referral source for continuing care.
- 2.1.4.5 Each inmate receiving treatment should accept responsibility for changing his/her behavior by learning how to identify and change attitudinal, physical, psychological, and intellectual factors that contribute to resistances and barriers to change.
- 2.1.4.6 The above may include curriculum-based homework requirements which the facilitator will use in determining the defendant's progress. MCSO and pre-sentence assessment will determine clients referred for programs. Such assessment will indicate client risk and need level. Clients may be mandated to attend the programs as a condition of an ALPHA participant.

2.1.5 ADMINISTRATIVE SERVICES:

- 2.1.5.1 The provider will keep accurate attendance and notification of absences or refusal of services that will be given to the MCSO on the next working day after a missed session.
- 2.1.5.2 Daily progress reports shall be submitted to authorized MCSO staff documenting attendance, homework completion, attitude, progress in treatment, future treatment recommendations. The written reports are due to the MCSO staff within five working days after the completion of the agreed upon reporting period.
- 2.1.5.3 Statistical reports are to be completed and submitted to MCSO personnel as indicated. Progress evaluation methods and measurements are some dynamics to be measured throughout the treatment and contract duration. The provider will meet regularly with MCSO staff for collaboration of the inmate's treatment, services and progress.
- 2.1.5.4 If it is determined that an offender may be recommended for dismissal or discharged from group or discharged by the provider, the provider will notify MCSO Programs personnel. Such notification must occur prior to termination unless infraction violates the safety and well being of the offender or others. If terminated from group, a written report is to be submitted to the identified MCSO staff within 24 hours of dismissal.

2.1.6 ADMINISTRATIVE INFORMATION:

- 2.1.6.1 Applicants are to limit their PROGRAM PROPOSAL to 5 pages or less. Attachments regarding staff credentials may be attached, but discretion should be used in the quantity of submitted attachments. Response to total serial requirements must be within 5 pages. Emphasis is to be on program design and delivery plan pertinent to bid specifications. Other specification requirements should be addressed with a simple statement regarding plan for satisfying requirements.

- 2.1.6.2 Providers may facilitate groups in the following four jail facilities:

Madison Street Jail (Adults & Juveniles)	Durango Jail (Adults)
225 W. Madison St.	3225 W. Gibson Lane
Phoenix, AZ 85003	Phoenix, AZ 85009

Towers Jail (includes Pup Tents)	Estrella Jail (Adults)
3127 W. Durango	2939 W. Durango
Phoenix, AZ 85009	Phoenix, AZ 85009

2.1.6.3 Applicants are to bid for services on a cost per ~~group~~ **individual** basis. Bids exceeding \$100.00 per session will not be considered. Applicants are encouraged to submit competitive bids when submitting responses. Preparation, supplementary individual counseling, and documentation time are considered part of the group rate.

2.1.6.4 Providers are to prepare, update, and report outcomes relating to individualized treatment plans for each inmate served.

2.1.6.5 Multiple awards to contractors will be considered.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 TERMS AND PAYMENT:

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: Purchase Order number, description of services, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

4.0 CONTRACT TERMS & CONDITIONS:

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this proposal will be a requirements contract. However, this Contract does not guarantee that any purchases will be made. It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or Department and proper authorization and documentation have been approved.

4.2 CONTRACT LENGTH:

This Request for Proposals is for awarding a firm fixed price contract to cover a one (1) year period.

4.3 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this agreement up to a maximum of four (4) one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

4.4 ESCALATION:

Any requests for price adjustments must be submitted thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.6 DEFAULT:

The County may suspend, terminate, or modify this contract immediately upon written notice to the Contractor in the event of a nonperformance of stated objectives or other material breach of contractual obligations; or upon the happening of any event which would jeopardize the ability of the Contractor to perform any of its contractual obligations. Maricopa County reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

4.7 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Agreement. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Agreement, then the County may terminate this Agreement. Prior to termination of this Agreement, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.8 APPROPRIATION CONTINGENCY:

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

4.9 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the agreement are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

4.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally,

pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

4.11 INDEMNIFICATION AND INSURANCE:

4.11.1 INDEMNIFICATION FOR PROFESSIONAL LIABILITY

To the fullest extent permitted by law, the **CONSULTANT** shall indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the **CONSULTANT'S** negligent acts, errors, omissions or mistakes relating to professional services in the performance of this Contract. **CONSULTANT'S** duty to indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any negligent acts, errors, omissions or mistakes, related to professional services in the performance of this Contract including any person for whose negligent acts, errors, omissions or mistakes, the **CONSULTANT** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

For all other hazards, liabilities, and exposures:

To the fullest extent permitted by law, the **CONSULTANT** shall defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings), relating to, arising out of or resulting from the **CONSULTANT'S** work or services. **CONSULTANT'S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **CONSULTANT**, anyone **CONSULTANT** directly or indirectly employs or anyone for whose acts **CONSULTANT** may be liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then this duty of indemnification shall extend to all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted therefrom, caused in whole or in part by any negligent acts, errors, or omissions relating to professional work or services in the performance of this Contract by the **CONSULTANT**, or anyone directly employed by the **CONSULTANT** or anyone for whose acts **CONSULTANT** may be liable regardless of whether it is caused by any party indemnified hereunder, including the **COUNTY**.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

4.11.2 INSURANCE REQUIREMENTS:

CONSULTANT, at **CONSULTANT'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **COUNTY**, constitute a material breach of this Contract.

The **CONSULTANT'S** insurance shall be primary insurance as respects the **COUNTY**, and any insurance or self-insurance maintained by the **COUNTY** shall not contribute to it.

The policies required hereunder, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer of rights of recovery (subrogation) against the **COUNTY**, its agents, representatives, officers, directors, officials and employees.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the **COUNTY**.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the **COUNTY** under such policies. The **CONSULTANT** shall be solely responsible for the deductible and/or self-insured retention and the **COUNTY**, at its option, may require the **CONSULTANT** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The **COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONSULTANT** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONSULTANT** from, or be deemed a waiver of, the **COUNTY'S** right to insist on strict fulfillment of **CONSULTANT'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation and Professional Liability, shall name the **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

4.11.3 Commercial General Liability. **CONSULTANT** shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall include X, C, U.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, and shall include coverage for **CONSULTANT'S** operations and products and completed operations.

4.11.4 Automobile Liability. **CONSULTANT** shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONSULTANT'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

4.11.5 Workers' Compensation. The **CONSULTANT** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONSULTANT'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the **CONSULTANT** will require the Subconsultant to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONSULTANT**.

4.11.6 Professional Liability. The **CONSULTANT** retained by the **COUNTY** to provide the work or service required by this Contract shall maintain Professional Liability insurance covering negligent acts, errors, or omissions arising out of the work or services performed by the **CONSULTANT**, or any person employed by the **CONSULTANT**, with a limit of not less than \$1,000,000 each claim.

4.12 CERTIFICATES OF INSURANCE:

Prior to commencing work or services under this Contract, **CONSULTANT** shall furnish the **COUNTY** with Certificates of Insurance, or formal endorsements as required by the Contract, issued by **CONSULTANT'S** insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the **CONSULTANT'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the **COUNTY** fifteen (15) days prior to the expiration date.

4.13 CANCELLATION AND EXPIRATION NOTICE:

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the **COUNTY**.

4.14 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this Contract.

4.15 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.16 ASSIGNMENT OR SUBCONTRACTING:

Neither this Agreement, nor any portion thereof, may be assigned by Contractor without the written consent of the County first having been obtained. Any attempt by the Contractor to assign or subcontract any performance of this Contract without the written consent of the County shall be null and void and shall constitute a breach of this Contract.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.17 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.18 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

4.19 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and Using agency(s) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

4.20 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

4.21 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible clients the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.22 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.23 P.O. CANCELLATION LANGUAGE:

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc. Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a proposal in response to this solicitation, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.24 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.25 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized Subcontracts.

4.26 SEVERABILITY:

Any provision of this Contract which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

4.27 VALIDITY:

The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Contract.

4.28 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his Employees or Subcontractors.

Contractor agrees that all Subcontractors performing work under this Contract shall comply with its provisions and it is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees of the Contractor, and not employees of Maricopa County.

Contractor acknowledges and agrees that it is liable and responsible for any act or omission by the Contractor, its employees, agents, officers, representatives, and subcontractors occurring in the course of Contractor's performance of this Contract, whether such act or omission occurs on County property or elsewhere. Contractor shall be liable for any loss or damage arising out of or related to Contractor's performance of this contract, Contractor shall bear the above stated liability, even in absence of its own negligence, unless County actions caused the loss or damage (i.e., if regulation, but damage occurs, Contractor is responsible for such damages.)

Contractor shall bear the above stated liability, consequential, incidental, direct, and indirect damages, and shall be liable for all costs, including attorney's fees, incurred by the County to enforce this provision.

4.29 FAILURE TO PROVIDE SERVICES:

Maricopa County reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

4.30 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain material on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

4.31 PRICE REDUCTIONS:

By submitting a bid or proposal in response to this solicitation, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, notification not be made of price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

4.31.1 Cancel the Contract, if it is currently in effect.

4.31.2 Determine the amount which the County was overcharged and submit a request for payment from the Contractor for that amount.

4.31.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

4.32 CHANGES:

The County may require changes in the scope of the services to be performed by the Contractor hereunder. All such changes, which are mutually agreed upon by and between all the parties, shall be incorporated in written amendments to this Contract. All such amendments shall state any increase or decrease in the amount of the compensation due to the Contractor for the change in scope.

4.33 EMPLOYEE RESPONSIBILITY:

No responsibility will attach to a county employee for the premature opening of a proposal not properly addressed and identified in accordance with the proposal documents.

5.0 ADMINISTRATIVE INFORMATION:

5.1 INCORPORATION OF PROPOSAL INTO THE CONTRACT:

The contents of this proposal and the selected firm's response Best and Final offer and any negotiated changes are to be incorporated, in total, into the Contract.

5.2 SCHEDULE OF EVENTS:

Request for Proposals Issued: JANUARY 10, 2000

Advertising Weeks 1 & 2: JANUARY 13, 2000 & JANUARY 20, 2000

Deadline for submission of proposals, 2:00 P.M., MST on **FEBRUARY 4, 2000**. All proposals must be received before 2:00 P.M. on above date at Maricopa County Materials Management Department, 320 West Lincoln, Phoenix, Arizona 85003.

Proposed review of proposals: FEBRUARY 10, 2000

Proposed Proposer presentations: FEBRUARY 11, 2000

Proposed selection and negotiation: FEBRUARY 18, 2000

Proposed Best & Final (if required): FEBRUARY 25, 2000

Proposed award of proposal: MARCH 3, 2000

All responses to this proposal become the property of Maricopa County and (other than pricing) will be held confidential, to the extent permissible by law. The County will not be held accountable if material from proposal responses is obtained without the written consent of the proposer by parties other than the County.

5.3 INQUIRIES:

All inquiries concerning information contained herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 WEST LINCOLN
PHOENIX AZ 85003

Administrative and Technical inquiries shall be addressed to:

DIEDRA BRYANT, PROCUREMENT SPECIALIST - (602) 506-3504, FAX: (602) 258-1573
EMAIL: dbryant@mail.maricopa.gov

NOTE: ALL INQUIRIES BE SUBMITTED IN WRITING VIA FAX OR EMAIL. No oral communication is binding on Maricopa County.

5.4 PROCUREMENT AUTHORITY:

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protests concerning this request for proposals must be filed with the Procurement Officer in accordance with Section MCI-905 of the Code.

5.5 PROCUREMENT AUTHORITY:

If any Proposer believes that any aspect of this solicitation is inequitable or impracticable of performance, they will proceed in accordance with the Maricopa County Procurement Code, Section MC1-905, to secure an administrative determination on this point.

5.6 REJECTION OF PROPOSALS:

Maricopa County reserves the right to reject any, and all, proposals received in response to this proposal as determined to be in the best interests of the County.

5.7 PROPOSER WITHDRAWAL:

If, at any time prior to the opening of this proposal a Proposer decides to withdraw its proposal, that Proposer shall give written notice to the Materials Management Director, 320 West Lincoln, Phoenix, Arizona 85003.

5.8 CHANGE ORDERS:

Maricopa County may institute changes or modifications to the Scope of Work and will notify all participants by an addendum to this Request for Proposal.

5.9 CONTRACTOR LICENSE REQUIREMENT:

The Contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep himself fully informed of existing and future Federal, State, and Local laws, ordinances and regulations which in any manner affect the fulfillment of this contract and shall comply with the same.

5.10 INCURRING COSTS:

Maricopa County is not responsible for any costs incurred in preparing this proposal, including the acquisition of supplies and/or personnel until a Contract is awarded by the Maricopa County Board of Supervisors.

5.11 PUBLIC RECORD:

All information submitted relating to this bid, except for proprietary information, shall become part of the public record.

5.12 PROPRIETARY INFORMATION:

Proprietary information submitted by a Proposer for this proposal shall remain confidential as permitted by law or regulation.

5.13 D/M/WBE PARTICIPATION:

Bidders submitting a bid are encouraged to solicit D/M/WBE participation on this Contract. A list of certified D/M/WBE enterprises may be obtained by contacting Maricopa County Materials Management Department (Walt Weglarz, Lead Procurement Specialist at (602) 506-3312). Please indicate in your bid response D/M/WBE areas of involvement for monitoring purposes.

5.14 REFERENCES:

Proposers must provide at least five (5) reference accounts to whom they are presently providing this service. Included must be name of government or company, individual to contact, phone number and address. Preference in awarding this Contract may be given to Contractors furnishing government accounts similar in size to Maricopa County.

5.15 CONTRACT REPRESENTATIVES:

Any changes in the method or nature of work to be performed under this Contract must be processed by the County through the Contractor's Contracts Manager. Upon the execution of this Contract, the County will name its representative who will be legally authorized to obligate the County under this Contract.

5.16 FACILITIES:

During the course of this Contract, the County shall provide the Contractor's personnel with adequate work space for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

5.17 CONTRACT ADMINISTRATION:

To help insure contract compliance, a contract administration process will be an integral part of this Contract. County employees will be assigned as contract monitors for key locations throughout the County. Materials Management, Facilities Management and the user organizations will utilize the procedure. The successful Proposer will be made aware of the findings from the process and participate in the post award meeting. This contract administration process is an audit and feedback system and will be in addition to any of the other policies and procedures contained herein. The Contract Administration Process is a total quality management tool that empowers the hands-on users to monitor and assure contract compliance. The Proposers should know in the proposal process that the successful Proposer will be closely monitored for contract compliance. No additional cost is anticipated to be incurred by the successful Proposer by the presence of the contract administration process as long as contract compliance is maintained. Except for the more formalized feedback of findings, the normal Proposer/user relationship will exist when within compliance and the contract administration process should be transparent.

5.18 NON-DISCRIMINATION:

The Contractor in the performance of this Contract will not discriminate against any employee for employment based on race, religion, sex, national origin or disability.

5.19 COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 (IRCA) REQUIRED:

Contractor understands and acknowledges the applicability of the IRCA. Contractor agrees to comply with the IRCA in performing under this Agreement and to permit County inspection of personnel records to verify such compliance.

5.20 COVENANT AGAINST CONTINGENT FEES:

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach of violation of this warranty, the County shall have the right to terminate this Agreement in accordance with the termination clause, and at its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

5.21 NON-COLLUSION:

The Contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this proposal.

5.22 FINANCIAL STATUS:

All Proposers shall make available upon request a current audited financial statement, a current audited financial report, or a copy of a current federal income tax return. Failure or refusal to provide this information within five (5) business days after communication of the request by the County shall be sufficient grounds for the County to reject a bid or proposal, and/or to declare a Proposer non-responsive and/or non-responsible, as those terms are defined in the Maricopa County Procurement Code.

If a Proposer is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, the Proposer must provide the

County with that information as part of its bid/proposal/quote. The County may consider that information during evaluation of the bid/proposal/quote. The County reserves the right to take any action available to it if it discovers a failure to provide such information to the County is a bid/proposal/quote, including, but not limited to, determination that the Proposer should be declared non-responsible and/or non-responsive, and suspension or debarment of the Proposer, as those terms are defined in the Maricopa County Procurement Code.

By submitting a bid/proposal/quote in response to this solicitation, the Proposer agrees that, if, during the term of any contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, the Proposer will immediately provide the County with a written notice to that effect, and will provide the County with any relevant information it requests to determine whether the Proposer will meet its obligations to the County.

5.23 PROMPT PAYMENT DISCOUNT:

Maricopa County, through its "Continuous Improvement Initiatives" has identified Proposer Payment as a process requiring attention and improvement. Maricopa County has initiated changes in this area which are intended to both improve and expedite this process. In light of these efforts, Proposers are strongly encouraged to offer Maricopa County Cash Discounts for Prompt Payment Terms. Invoices reflecting such Cash Discounts will be processed with the highest priority.

5.24 REGISTRATION:

Proposers are required to be registered with Maricopa County prior to receiving an award for any County Business. Failure to comply with this requirement may cause your proposal to be declared non-responsive. Registration Forms are available from the Department of Materials Management, 320 West Lincoln Street, Phoenix, Arizona 85003 or by calling (602) 506-3244.

5.25 ADDITIONAL COSTS:

Any Proposer who causes the county to incur additional costs to review and verify invoices due to Proposer submitting incorrect data. (E.G. Quotes and equipment and software, invoices etc.) will be charged for Maricopa County's costs to review and correct such erroneous billings.

5.26 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPAs):

Maricopa County currently has ICPAs with numerous governmental units throughout the State of Arizona. These agreements allow these entities, with the approval of the Contract Proposers, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on the pricing page of this contract your acceptance or rejection regarding such participation. Your response will not be considered as an evaluation factor in awarding this Contract.

5.27 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Proposers are to provide one (1) original (labeled) and five (5) copies of their proposal, with each copy and the original in separate three ring binders for the evaluation team. **Proposers are to address proposals identified with serial number, title and return address to Maricopa County, Department of Materials Management, Serial 99230-RFP, 320 West Lincoln, Phoenix, Arizona 85003.** Proposals must be signed by a corporate official who has been authorized to make such commitments. Instructions to Proposers, Paragraph 1, is modified to read: All prices shall be held firm for a period of one hundred twenty (120) days after the RFP closing date.

5.28 EXCEPTIONS TO THE SOLICITATION:

The Contractor will identify and list all exceptions taken to all sections of 99230-RFP and list these exceptions referencing the section (paragraph) where the exception exists and then identify the exceptions and the proposed wording for the contractors exception. The Contractor will list these exceptions in the Best and Final Proposal under the heading "Exception to the Bid Solicitation, BS99230-RFP". Exceptions that surface elsewhere and that do not also appear under the heading "Exception to the Bid Solicitation, BS99230-RFP", shall be considered invalid and void and of no contractual significance.

The County reserves the right to reject, render the proposal non-responsive, enter into negotiation on any of the contractor exceptions, or accept them outright.

5.29 GENERAL CONTENT:

The Proposal submitted should be specific and complete in every detail. It should be practical and should be prepared simply and economically, providing a straight forward, concise delineation of capabilities to satisfactorily perform the Contract being sought.

The Proposer should not necessarily limit the proposal to the performance of the services in accordance with this document but should outline any additional services and their costs if the Proposer deems them necessary to accomplish the program.

5.30 FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals are to be submitted in binders and have sections tabbed as below:

5.30.1 Letter of Transmittal (Exhibit 1)

5.30.2 Table of Contents

5.30.3 Short introduction and summary - This section shall contain an outline of the general approach utilized in the proposal.

5.30.4 The body of the proposal shall be limited to 5 pages or less. Response to total specification requirements must be within 5 pages. Emphasis is to be on program design and delivery plan pertinent to bid specifications. Other serial requirements should be addressed with a simple statement regarding plan for satisfying requirements.

Qualifications - Support personnel, as applicable, shall be listed including a description of assignments and responsibilities and an estimate of the time each would devote to this program. Attachments regarding staff credentials may be attached, but discretion should be used in the quantity of submitted attachments (attach in "Other Data" section of proposal).

5.30.5 Other data (Attach resumes and copies of certificates here)

5.30.6 Pricing (Attachment A)

5.30.7 Proposal exceptions

5.30.8 Agreement (Attachment B)

5.30.9 References (Attachment C)

5.30.10 Y-2K (Attachment D)

5.31 GENERAL EVALUATION:

The following guidelines will be used in analyzing and evaluating this Proposal. Although price will be a factor in Proposal evaluation, it is specifically a consideration of secondary importance to the needs identified in the Proposal. The County reserves the right to accept other than the lowest price Proposal.

Proposals will be evaluated by a committee composed of various Maricopa County departments and others. Requests for presentations or clarification of portions of the Proposals may be considered. A summary evaluation will be prepared by this committee with an objective ranking of the Proposals.

5.32 AWARD OF CONTRACT:

Contracts awarded pursuant to the provisions of this section will not be solely on price, but will include and be limited to evaluation criteria listed in the Proposal. The Contract will be awarded by the Board of Supervisors to a qualified firm at compensation determined to be fair and reasonable considering budgetary limitations, scope, complexity and the nature of goods and/or services. The Proposal may be awarded in whole, by section, or geographic area as required.

5.33 COMPETITIVE NEGOTIATION:

Proposals should follow format per paragraph 5.30. At the County's option, proposing firms may be invited to make presentations to the Evaluation Committee. Negotiations may be conducted, as needed, with the highest rated Proposer.

5.34 BASIC EVALUATION PROCEDURE:

- Step 1 Review of all Proposals to conformance of this RFP.
- Step 2 The elimination of all Proposals which deviate substantially from the basic intent of the Proposal.
- Step 3 An assessment of the remaining proposers. This assessment will also include a review of the Proposer personnel capability and the previous experience of each Proposer.
- Step 4 Verification of Proposer references.
- Step 5 Oral presentations to supplement the Proposal, for the purpose of clarification, may be required of selected Proposers. The time and place for oral presentations will be announced at a later date, if such a presentation is required.
- Step 6 Evaluation of costs to Maricopa County.
- Step 7 Capability of the Proposer to participate in this particular program, including eligibility based on the Proposer's financial stability and viability.
- Step 8 Tabulation and recommendation of potential Proposer.

5.35 EVALUATION OF PROPOSAL: SELECTION FACTORS

A proposal analysis committee shall be appointed, chaired by the Materials Management Department to evaluate each proposal and prepare a scoring of each proposal to the responses as solicited in the original request:

- 5.35.1 Proven skills and technical competence.

5.35.2 Experience in governmental and/or Criminal Justice facilities.

5.35.3 Approach and philosophy.

5.35.4 Credentials of management staff.

5.35.5 Quality and completeness of Proposal.

5.36 POST AWARD MEETING:

The successful Contractor(s) may be required to attend a Post-Award Meeting with the using agency for discussion of the terms and conditions of this Contract. This meeting will be coordinated by the procurement officer of this Contract.

DB/af
cc: Sheriff's Office

NOTE: PROPOSERS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR PRICING

CONCEPTS FOR CHANGE, INC., 5008 W. GLENDALE AVE., GLENDALE, AZ 85301

S083204/B0604583

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES ____ NO

ACCEPT PROCUREMENT CARD: X YES ____ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ____ YES X NO ____ % REBATE (Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ____ YES X NO ____ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES ____ NO

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXT. PRICE</u>
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Applicants are to bid for services on a cost per ~~group~~ **individual** basis. Bids exceeding \$100.00 per ~~group~~ **individual** session will not be considered. Applicants are encouraged to submit competitive bids when submitting responses. Group preparation, supplementary individual counseling, and documentation time are considered part of the group rate.

1.0 TOTAL COST PER GROUP SESSION	\$ <u>100.00</u>
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Terms: Net 30

Federal Tax ID Number: 86-0885832

Telephone Number: (623) 930-9317

Fax Number: (623) 930-9521

Contact Person: Lynda K. Hemann, CEO/Clinical Director
e-mail: concepts123@aol.com

Vendor Number: 860885832

Contract Period: To cover period ending ~~February 28, 2001.~~
~~February 28, 2002.~~ **February 28, 2003 2005.**

CUMMINGS & ASSOCIATES, INC., 820 W. WARNER RD., #204, CHANDLER, AZ 85225

S083204/B0604583

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ____ YES X NO

ACCEPT PROCUREMENT CARD: ____ YES X NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ____ YES X NO ____ % REBATE (Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ____ YES X NO ____ % DISCOUNT

OTHER GOVT. AGENCIES MAY USE THIS CONTRACT: X YES ____ NO

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

ITEM DESCRIPTION

UNIT PRICE

EXT. PRICE

Applicants are to bid for services on a cost per ~~group~~ **individual** basis. Bids exceeding \$100.00 per ~~group-individual~~ session will not be considered. Applicants are encouraged to submit competitive bids when submitting responses. Group preparation, supplementary individual counseling, and documentation time are considered part of the group rate.

1.0 TOTAL COST PER GROUP SESSION

\$ 100.00

Terms: Net 30

Federal Tax ID Number: 86-0810682

Telephone Number: (480) 726-8628

Fax Number: (480) 726-2081

Contact Person: Frank Cummings, C.P.C.

Vendor Number: 860810682

Contract Period: To cover period ending ~~February 28, 2001.~~
~~February 28, 2002~~ **February 28, 2003 2005.**